



Norman H. Bangerter
Governor

Dee C. Hansen
Executive Director

Dianne R. Nielson, Ph.D.
Division Director

State of Utah

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
801-538-5340

February 1, 1990

TO: Board of Oil, Gas and Mining

THRU: Lowell P. Braxton, Associate Director, Mining *LAB*

THRU: Wayne Hedberg, Permit Supervisor *WHT*

FROM: Holland Shepherd, Reclamation Soils Specialist *HWS*

RE: Request for Board Approval of the Form and Amount of Surety for the Pandora Mine, Umetco Minerals Corporation, M/037/023, San Juan County, Utah *012*

Due to recent amendments to the operator's Mining and Reclamation Plan, the Division has re-evaluated the operator's reclamation surety. The changes involve an increase in the operations disturbed acreage which includes the construction of three new bore holes, each having a 6 - 7 foot diameter and the construction of access roads.

The site is currently bonded for \$43,544, based on an estimate performed in 1982. The new estimate calls for a \$65,400 reclamation surety. This amount includes an \$8,500 reclamation surety requested by the U. S. Forest Service for an area impacted on Forest Service property.

Please find enclosed the following:

1. An Executive Summary;
2. Location and site information;
3. DOGM reclamation estimate;
4. Forest Service letter and reclamation estimate;
5. Reclamation Contract;
6. Surety Bond.

The names of the Bureau of Land Management and the U. S. Forest Service have been added to the bond form to fulfill the requirements of our recently signed Memorandum of Understanding with these two agencies.

jb
Enclosures
MN4/107

DOGM MINERALS PROGRAM

CHECK LIST FOR BOARD APPROVAL
OF
FORM AND AMOUNT OF SURETY

Mine Name Pandora

File No. M/037/012

Item	Provided		Remarks
	Yes	No	
Executive Summary	X		
Location Map	X		
Reclamation Bond Estimate	X		
Signed Reclamation Contract	X		
Signed Power of Attorney/ Affidavit of Qualification	X		
Bond/Reclamation Surety	X		Surety Bond
Surety Signoff (Other State/Federal Agencies)	X		See enclosed letter and reclamation estimate.

MN88/12

Reclamation Estimate for Umetco Minerals Corporation
Pandora Mine San Juan County M/037/012

Prepared By Utah State Division of Oil, Gas and Mining
June 2, 1989 Revised 10-02-89

Description	Quantity	Unit	\$/Unit	Cost (\$)
On-Site Facilities Reclamation				
Demolish and Dispose of Buildings (a)				
Dispose of Water Tank (a)				
Construct Bulkhead Inside Portal		Lump Sum		1,200
Backfill Portal to Bulkhead		Lump Sum		600
Remove Powerlines and Poles	2,000	Linear Feet	2.00	4,000
Remove Transformers		Lump Sum		500
Remove Trash	3.6	Acres	100	360
Rip Roads	0.7	Acres	175	120
Grade for Uniformity	3.6	Acres	430	1,550
Revegetate	3.6	Acres	447	1,610

Subtotal				9,940
Off-Site Facilities Reclamation				
Backfill Vent Holes with Rip-Rap	8	Each	300	2,400
Install 5' Concrete Cap in Vent Holes	40	Cubic Yards	120	4,800
Remove Powerlines and Poles	4,000	Linear Feet	2.00	8,000
Remove Trash	2.4	Acres	20	50
Rip Roads	1.0	Acres	175	180
Grade for Uniformity	1.0	Acres	430	430
Revegetate	1.0	Acres	447	450

Subtotal				16,310
Waste Dump Reclamation				
Remove Trash	5.3	Acres	100	530
Grade to a 30 degree Slope	14,300	Cubic Yards	0.80	11,440
Revegetate	5.3	Acres	447	2,370

Subtotal				14,340
Ore Pad Reclamation				
Remove Trash	1.8	Acres	100	180
Grade to a 30 degree Slope	5,000	Cubic Yards	0.80	4,000
Revegetate	1.8	Acres	447	800

Subtotal				4,980
Forest Service Surety Estimate (see attached) (b)				8,500
				=====
Totals				54,070
Add Contingency (10%)				5,410

TOTAL RECLAMATION COST (1989 Dollars)				59,480
TOTAL RECLAMATION COST (1994 Dollars) @ 1.93% Annual Inflation				65,400

Reclamation Estimate for Umetco Minerals Corporation
Pandora Mine San Juan County M/037/012

Prepared By Utah State Division of Oil, Gas and Mining
 June 2, 1989 Revised 10-02-89

Cost Parameters Used

D-8 Dozer (O&O)	160	\$/hour
988B Wheel Loader (O&O)	165	\$/hour
Labor Only	24	\$/hour
Trash Removal	100	\$/acre
Farm Tractor (O&O)	67	\$/hour
Speed	4	mph
Width of Pass	6	feet

Revegetation Cost per Acre	Quantity	Unit	\$/Unit	Total Cost (\$)
Bare Costs				
Fertilizer (18-46-0)	100	Pounds	0.25	25
Seed Mix	20	Pounds	9	180
Native Hay Mulch	2	Tons	50	100
Subtotal				305
Application Costs				
Native Hay Mulch (spread by hand)	3.0	Hours	24	72
Native Hay Mulch (disc into ground)	0.3	Hours	67	23
Fertilizer (broadcast by hand)	0.5	Hours	24	12
Seed Mix (drilled)	0.5	Hours	24	12
Scarify (tractor with chain)	0.3	Hours	67	23
Subtotal				142
Total Revegetation Cost per Acre				447

- Notes:
- (a) The buildings and water tank have salvage values that will exceed removal cost.
 - (b) The Forest Service Surety Estimate is for 1 of 9 vent holes, and associated disturbance. Only 8 vent holes have been calculated into the DOGM figures.

M/037/012

United States
Department of
Agriculture

Forest
Service

Moab Ranger District

125 West 200 South
Moab, Utah 84532

Reply to: 2810

Date: September 11, 1989

SEP 11 1989

SEP 18 1989

OIL, GAS & MINING

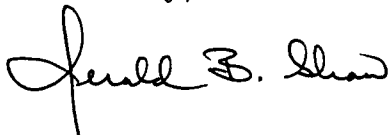
Mr. Holland Shepherd
State of Utah
Department of Natural Resources
Division of Oil, Gas and Mining
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203

Dear Holland:

Enclosed you will find our revised reclamation bond calculations for the Pandora Mine vent hole located on the Moab District, Manti-LaSal National Forest. The amount of \$8,500 should be allocated against your existing bond with Umetco Minerals to cover this project. The \$11,500 previously calculated should be disregarded and replaced by \$8,500. This allocation should be made as soon as possible. Also, prior to this bond's release, the Forest Service must review the site and upon satisfactory completion of reclamation will make final written approval for the release of the bond.

If you have any questions concerning these calculations please call me or Debbie Johnson at (801) 259-7155. Thank you for your cooperation.

Sincerely,



JERALD B. SHAW
District Ranger

Enclosure

EXECUTIVE SUMMARY

Mine Name:	<u>Pandora</u>	I.D. No.:	<u>M/037/012</u>
Operator:	<u>Umetco Minerals Corp.</u>	County:	<u>San Juan</u>
	<u>P. O. Box 1029</u>	New/Existing:	<u>Existing</u>
	<u>Grand Junction, CO. 81502</u>	Mineral Ownership:	<u>BLM</u>
Telephone:	<u>(303) 245-3700</u>	Surface Ownership:	<u>BLM, USFS</u>
Contact Person:	<u>Niels Haubold</u>	Lease No.(s):	<u>n/a</u>
Life of Mine:	<u>Unspecified</u>	Permit Term:	<u>Life of Mine</u>

Legal Description: NE1/4, SE1/4 Sec. 1, T29S, R24E, NE1/4 Sec 6, T 29S, R25E, NW1/4 Sec. 5, T29S, R25E

Mineral(s) to be Mined: Uranium, Vanadium

Mining Methods: Underground

Acres to be Disturbed: 15 acres

Present Land Use: Mining

Postmining Land Use: Wildlife habitat - cattle grazing

Variances from Reclamation Standards (Rule M-10) Granted: None

SOILS and GEOLOGY:

Soil Description: Predominantly Monticello very fine sandy loams, low rainfall 2 to 10 percent slopes. Low organic matter poorly developed A horizons.

pH: 8.0

Special Handling Problems: None because no topsoil was salvaged for this site (pre-law).

Geology Description: Information not available in file, originally permitted in 1977.

HYDROLOGY:

Groundwater Description: Information not available from file, originally permitted in 1977.

Surface Water Description: No perennial streams are associated with this site. There are several ephemeral drainages associated with the site.

Water Monitoring Plan: None

ECOLOGY:

Vegetation Type(s); Dominant Species: Pinyon, Juniper, Sagebrush, Four Wing Salt brush, Wheatgrass

Percent Surrounding Vegetative Cover: Approximated 10 - 15%

Wildlife Concerns: None

Surface Facilities: 1 water tank, 1 trailer, 1 compressor shed, 3 shop and office facilities.

Mining and Reclamation Plan Summary: _____

During Operations:

Uranium ore in the Saltwash Sandstone member of the Morrison formation will be mined underground using a modified room and pillar technique. All mining will be conducted in a safe, orderly, and minerlike fashion.

The mine commenced operation prior to May 1975, and is currently operating. Ore and waste rock is transported from the underground workings through the Pandora portal. Two existing bore holes, four proposed bore holes, and six additional stope ventilation holes, when and if they become necessary, will be the only other openings to the underground workings.

Waste rock generated from development of the mine will be contained adjacent to the existing dump advancing in a southwesterly direction. Topsoil was not stockpiled in advance of initial site disturbance; there are no plans to salvage topsoil or vegetation affected by site expansion. The waste rock has not been classified as to acid or alkali producing.

There are no natural water bodies in the area other than ephemeral drainage channels. Ditching will be necessary to reroute the main drainage channel around the proposed waste rock dump expansion. The main access road to the site is jointly used by several mines in the area.

After Operations:

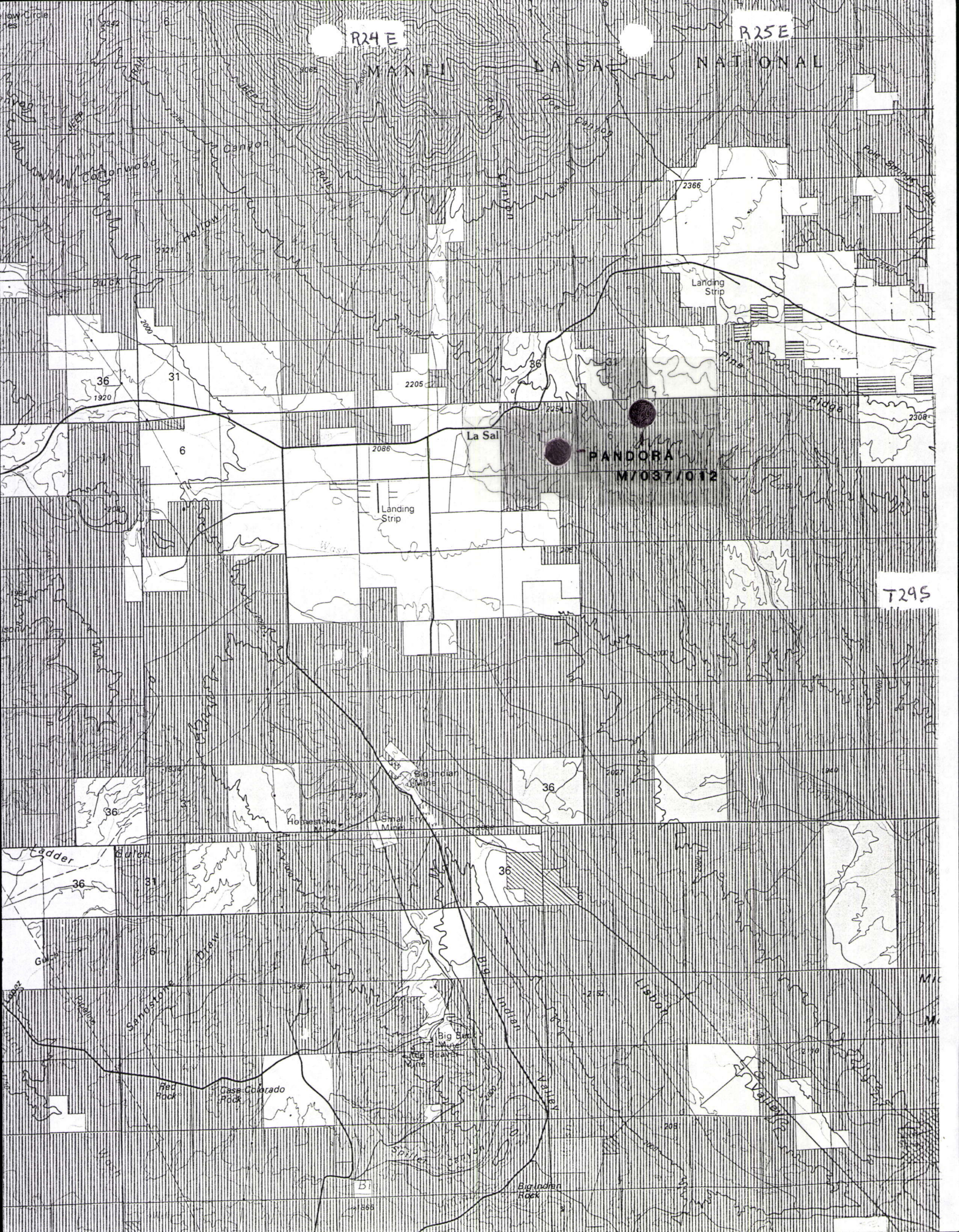
Upon final abandonment of the mine, extraneous debris, scrap metal, discarded wood, and unusable buildings will be buried or removed from the location. The mine portal and ventilation holes will be sealed to prevent unauthorized or accidental entry.

Waste dumps, ore pads, and other disturbed sites will be stabilized. Stabilization will consist of rounding off the outside edges of the dump and pads, reducing the slope of waste rock races, and regrading drainage contours on the disturbed areas. Before seeding, compacted surfaces will be scarified. The scarified seed mixture will be broadcast and drag covered. At this time, there are no plans to apply fertilizer. However, in the event revegetation tests show soil amendments significant in establishing vegetation; then, amendments and other proven surface manipulation will be employed. The main road through the site will be left open to provide future access to the area.

SURETY:

Amount:	<u>\$65,400.00</u>
Form:	<u>Surety Bond</u>
Renewable Term:	<u>5 years</u>

jb
MN13/37-39



R24E

R25E

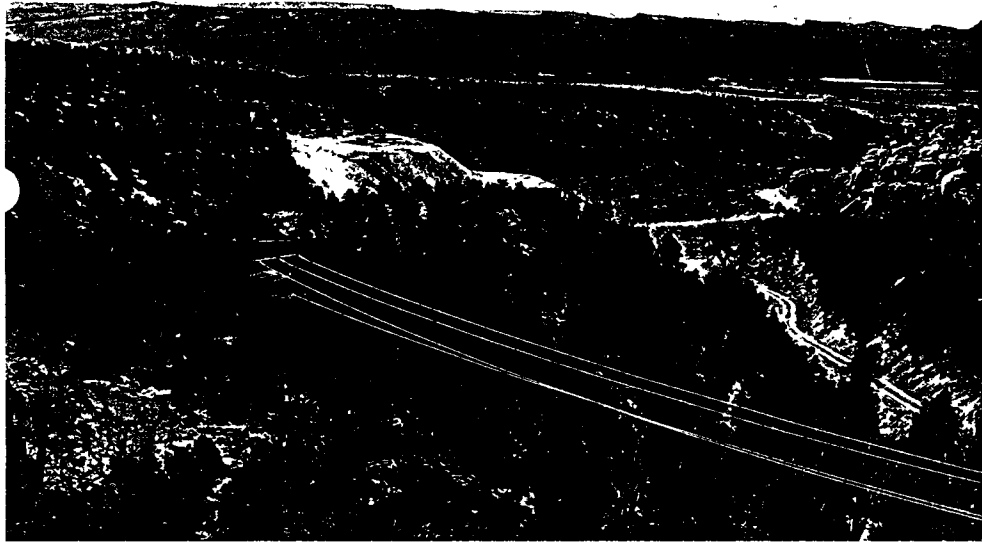
LA SAL NATIONAL MONUMENT

PANDORA
M7037/012

T29S

PANDORA MINE

4 '87



Looking down canyon at mine site
Southwest vantage.



Pandora main pad and facilities,
waste dumps in the background

REVISED RECLAMATION EVALUATION WORKSHEET

RECEIVED
SEP 18 1989Umetco Minerals Corporation
Pandora Mine Vent Hole (1x), MLS4-2810-4/20/89DIVISION OF
OIL, GAS & MINING

I.	Road Work and Erosion Control	\$610
II.	Fan and Concrete Pad Removal	\$162
III.	Power Line Removal	\$168
IV.	Backfilling of Vent Hole (1x)	\$4310
V.	Revegetation Costs	\$199
VI.	Clean Up	\$1031
VII.	Transport	\$594
VIII.	Administration	\$1415

Total	\$8489
Rounded for Bonding	\$8500

I. Road Work and Erosion Control

Work will include the installation of waterbars in approximately 1/2 mile of road. All berms will be pulled back across the the road, and all roads will be ripped and seeded.

A.	Equipment - Dozer TD20 with ripper	\$75.48/hr
B.	Labor Operator	\$11.71/hr
C.	Work	

Ripping 2640 lin ft / 6000 ft / hr = 0.44hrs

Waterbars @ 200 ft spacing
2640 ft / 200/bar x 0.5 hr/bar = 6.6 hrs

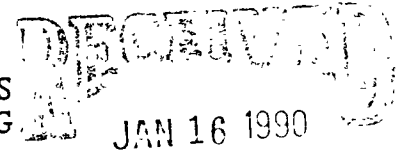
Use 7 hrs x \$(75.48 + 11.71)/hr = \$610

II. Fan and Concrete Pad Removal

Work will include removal of fan and 14 foot by 14 foot concrete pad.

A.	Equipment - Loader one hour to break up and load Truck to haul away waste to vent hole already paid in vents	
B.	Labor - 2 labors @ \$7.02/hr for one day pickup for transportation	

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
(801) 538-5340



RECLAMATION CONTRACT

---ooOoo---

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.) M/037/012
(Mineral Mined) Uranium, Vanadium

"MINE LOCATION":

(Name of Mine)	<u>Pandora</u>
(Description)	<u>Approximately 3 miles east of La Sal,</u> <u>Utah (San Juan County) SE$\frac{1}{4}$ Section 1,</u> <u>T.29S., R.24E., SLB&M</u>

"DISTURBED AREA":

(Disturbed Acres)	<u>15</u>
(Legal Description)	<u>Exhibit A</u>

"OPERATOR":

(Company or Name)	<u>Umetco Minerals Corporation</u>
(Address)	<u>P. O. Box 307</u> <u>La Sal, Utah 84530</u>
(Phone No.)	<u>(801) 686-2228</u>

"OPERATOR'S REGISTERED AGENT":

(Name)

(Address)

(Phone No.)

Niels B. Haubold

Manager of Minerals

P. O. Box 1029

Grand Junction, Colorado 81502

(303) 245-3700

"OPERATOR'S OFFICER(S)":

Earl W. Shortridge

Director of Operations

Umetco Minerals Corporation

"SURETY":

(Form of Surety - Exhibit B)

Bond

"SURETY COMPANY":

(Name, Policy or Acct. No.)

"SURETY AMOUNT":

(Escalated Dollars)

\$65,400.00

"ESCALATION YEAR"

1994

"STATE":

State of Utah

"DIVISION":

Division of Oil, Gas and Mining

"BOARD":

Board of Oil, Gas and Mining

EXHIBITS:

Revision Dates:

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Operator and the Board.

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/037/012 which has been approved by the Division under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim the Disturbed Area in accordance with Operator's approved Reclamation Plan and Operator is obligated to provide surety in form and amount approved by the Board, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Board and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the Notice of Intention, and the Reclamation Plan.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Board, which surety is in the form of the surety attached hereto as Exhibit B and made a part hereof. The surety shall remain in full force and effect according to its terms unless modified by the Board in writing.
3. Operator agrees to pay public liability and property damage claims resulting from mining as determined by the Board or the Division, to the extent provided in the Act.

4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, and the Reclamation Plan.
5. The Operators liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention and the Reclamation Plan.
6. Operator agrees to indemnify and hold harmless the State, Board and Division from any claim, demand, liability, cost charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents, and employees, or contractor to comply with this Contract.
7. Operator may, at any time, submit a request to the Board to substitute surety. The Board, in its sole judgment and discretion, may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
8. This Contract shall be governed and construed in accordance with the laws of the State.
9. If Operator shall default in the performance of the obligations heretofore, Operator agrees to pay all costs and expenses, including attorneys fees and costs generated by the Division and/or the Board in the enforcement of this Contract.

10. Any breach of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Division, or Board, as appropriate, may revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety, or take such other action as is authorized by law.
11. In the event of forfeiture of the Surety, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this contract. Any excess monies resulting from forfeiture of the Surety, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
12. This Contract represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
13. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

SO AGREED this _____ day of _____, 19____.

APPROVED AS TO FORM AND AMOUNT OF SURETY:

By _____
Chairman, Board of Oil, Gas and Mining

DIVISION OF OIL, GAS AND MINING:

By _____
Director

Date

STATE OF _____)

) ss:

COUNTY OF _____)

On the _____ day of _____, 19____, personally appeared before me, who being by me duly sworn did say that he/she, the said _____ is the Director of the Division of Oil, Gas and Mining, Department of Natural Resources, State of Utah, and he/she duly acknowledged to me that he/she executed the foregoing document by authority of law on behalf of the State of Utah.

Notary Public

Residing at: _____

My Commission Expires:

OPERATOR:

By Earl W. Shortridge
Corporate Officer - Position
Earl W. Shortridge
Director of Operations

December 1, 1989
Date

STATE OF Colorado)
)
COUNTY OF Mesa)

ss.

On the 1st day of December, 1989, personally
appeared before me E. W. Shortridge who being by
me duly sworn did say that he/~~she~~, the said Earl W. Shortridge
is the Director of Operations
of Umetco Minerals Corporation and duly acknowledged that said
instrument was signed on behalf of said company by authority of its
bylaws or a resolution of its board of directors and said
E. W. Shortridge duly acknowledged to me that said
company executed the same.

Shirley M. Woods
Notary Public
Residing at: Grand Junction, Colorado

August 7, 1993

My Commission Expires:

Surety (Company)

Date _____

STATE OF _____)
) ss:
COUNTY OF _____)

Notary Public

Residing at:

My Commission Expires:

NOTE: An Affidavit of Qualification must be completed and attached to this form for each authorized agent or officer. Where one signs by virtue of Power of Attorney for a company, such Power of Attorney must be filed with this Contract.

EXHIBIT "A"

Site Location:

Pandora Mine, Umetco Minerals Corp

M/037/023

San Juan County, Utah

SE 1/4 Section 1, Township 29 South, Range 24 East

and

NE 1/4 Section 6, Township 29 South, Range 25 East

and

NW 1/4 Section 5, Township 29 South, Range 25 East

Salt Lake Base and Meridian

EXHIBIT B

MR FORM 6
Joint Agency Bonding Form

(January 1990)
(Noncoal)

Bond Number _____
Permit Number M/037/012
Mine Name Pandora

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
(801) 538-5340

THE MINED LAND RECLAMATION ACT

BOND

The undersigned UMETCO MINERALS CORPORATION
as Principal, and SEABORAD SURETY COMPANY
as Surety Company, hereby jointly and severally bind ourselves, our heirs,
administrators, executors, successors and assigns unto the State of Utah,
Division of Oil, Gas and Mining, and the U. S. FOREST SERVICE and the
BUREAU OF LAND MANAGEMENT in the penal sum
of SIXTY - FIVE THOUSAND, FOUR HUNDRED AND 00/100 dollars
(\$ 65,400).

The Principal estimated in the Mining and Reclamation Plan filed with the
Division of Oil, Gas and Mining on the 9th day of March, 19 82,
that 15 acres of land will be disturbed by this mining operation
in the State of Utah. A description of the disturbed land is attached hereto
as Exhibit "A".

When the Division has determined that the Principal has satisfactorily
reclaimed the above-mentioned lands affected by mining in accordance with the
approved Mining and Reclamation Plan and has faithfully performed all
requirements of the Mined Land Reclamation Act, and complied with the Rules
and Regulations adopted in accordance therewith, then this obligation shall be
void; otherwise it shall remain in full force and effect until the reclamation
is completed as outlined in the approved Mining and Reclamation Plan.

If the approved plan provides for reclamation of the land affected on a
piecemeal or cyclic basis, and the land is reclaimed in accordance with such
plan, then this bond may be reduced periodically.

In the converse, if the plan provides for a gradual increase in the area
of the land affected or increased reclamation work, then this bond may
accordingly be increased with the written approval of the Surety Company.

This bond may be cancelled by the Surety Company after ninety (90) days
following receipt by the Division and the Principal of written notice of such
cancellation. The Surety Company's liability shall then, at the expiration of
said ninety (90) days, cease and terminate except that the Surety Company will
retain liability for any outstanding reclamation obligation of the Principal
existing prior to the termination of the Bond.

NOTE: Where one signs by virtue of Power of Attorney for a Surety Company, such Power of Attorney must be filed with this bond. If the Principal is a corporation, the bond shall be executed by its duly authorized officer.

Dated this 13th day of December, 19 89.

State of Utah
Board of Oil, Gas and Mining

Gregory P. Williams, Chairman

UMETCO MINERALS CORPORATION

Principal (Company)

By *Earl W. Shortridge*
Earl W. Shortridge
Company Officer - Position
Director of Operations
Umetco Minerals Corporation

Date: 12-1-89

Seaboard Surety Company

Surety Company

By *C.K. Dougherty*
Surety Company Officer - Position
C.K. Dougherty - Attorney-in-Fact

Date: _____

APPROVED AS TO FORM:

By _____
Assistant Attorney General

AFFIDAVIT OF QUALIFICATION

C.K. Dougherty, being first duly sworn, on oath deposes and says that he/~~she~~ is the (officer or agent) Seaboard Surety Company of said Surety Company, and that he/she is duly authorized to execute and deliver the foregoing obligations; that said Surety Company is authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations.

Signed C.K. Dougherty
Surety Company Officer - Position

C.K. Dougherty - Attorney-in-Fact

Subscribed and sworn to before me this 4th day of January, 1990

Ramona E. Trautlein
Notary Public

My Commission Expires:

RAMONA E. TRAUTLEIN
NOTARY PUBLIC

MY COMMISSION EXPIRES MARCH 31, 1991

_____, 19____.

SEABOARD SURETY COMPANY

ADMINISTRATIVE OFFICES: BEDMINSTER, NEW JERSEY

FINANCIAL STATEMENT—JUNE 30, 1988

ASSETS

LIABILITIES

*Stocks and Bonds.....	\$152,294,747.	Reserve for Unearned Premiums.....	\$ 57,347,109.
Cash in Office & Banks.....	1,104,070.	Claim Reserves.....	33,859,845.
Accrued Interest.....	2,943,834.	Other Reserves.....	10,496,334.
Outstanding Premiums.....	(2,349,674.)	Capital Stock.....	2,500,000.
Accounts Receivable.....	6,438,893.	Surplus.....	56,228,582.
Total Admitted Assets.....	\$160,431,870	Total Liabilities.....	\$160,431,870

* Bonds and stocks are valued on basis approved by National Association of Insurance Commissioners.

Securities carried at \$6,783,833 in the above statement are deposited for the purpose required by law.

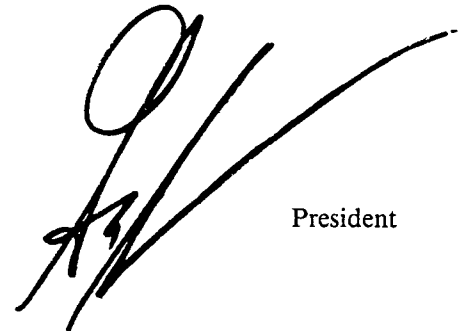
STATE OF NEW JERSEY }
COUNTY OF SOMERSET } ss.:

I, G. F. THOMPSON, President of SEABOARD SURETY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the Financial Statement of said Company, as of June 30, 1988.

IN WITNESS WHEREOF, I have signed this statement at New York, New York, this 13th
December, 1989



Revised Form 157


President

No. 10719

ADMINISTRATIVE OFFICES, BEDMINSTER, NEW JERSEY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SEABOARD SURETY COMPANY, a corporation of the State of New York, has made, constituted and appointed and by these presents does make, constitute and appoint **F.W. Ingham or E.D. DeLoughy or Paul F. York, or C.K. Dougherty**

of **Danbury, Connecticut**

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of similar nature as follows: No one instrument to exceed the penal sum of **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS**

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Company as fully and to the same extent as if signed by the duly authorized officers of the Company and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Company on December 8th, 1927, with Amendments to and including January 15, 1982 and are still in full force and effect:

ARTICLE VII, SECTION 1:

"Policies, bonds, recognizances, stipulations, consents of surety, underwriting undertakings and instruments relating thereto.

Insurance policies, bonds, recognizances, stipulations, consents of surety and underwriting undertakings of the Company, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Company

(a) by the Chairman of the Board, the President, a Vice-President or a Resident Vice-President and by the Secretary, an Assistant Secretary, a Resident Secretary or a Resident Assistant Secretary; or (b) by an Attorney-in-Fact for the Company appointed and authorized by the Chairman of the Board, the President or a Vice-President to make such signature; or (c) by such other officers or representatives as the Board may from time to time determine.

The seal of the Company shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative."

IN WITNESS WHEREOF, SEABOARD SURETY COMPANY has caused these presents to be signed by one of its Vice-Presidents, and its corporate seal to be hereunto affixed and duly attested by one of its Assistant Secretaries, this **27th** day of **November**, 19 **89**



Attest:

(Seal)

Diana M. Keegan
Assistant Secretary

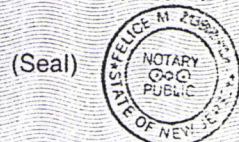
SEABOARD SURETY COMPANY,

By

Michael B. Keegan
Vice-President

STATE OF NEW JERSEY ss.:
COUNTY OF SOMERSET

On this **27th** day of **November**, 19 **89**, before me personally appeared **Michael B. Keegan**, a Vice-President of SEABOARD SURETY COMPANY, with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the State of **New Jersey**; that he is a Vice-President of SEABOARD SURETY COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto as Vice-President of said Company by like authority.



TERENCE M. ZUBRYCKI
NOTARY PUBLIC, STATE OF NEW JERSEY
My Commission Expires **June 1, 1991**

[Signature]
Notary Public

CERTIFICATE

I, the undersigned Assistant Secretary of SEABOARD SURETY COMPANY do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Vice-President who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an attorney-in-fact as provided in Article VII, Section 1, of the By-Laws of SEABOARD SURETY COMPANY.

This Certificate may be signed and sealed by facsimile under and by authority of the following resolution of the Executive Committee of the Board of Directors of SEABOARD SURETY COMPANY at a meeting duly called and held on the 25th day of March 1970.

"RESOLVED: (2) That the use of a printed facsimile of the corporate seal of the Company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Article VII, Section 1, of the By-Laws appointing and authorizing an attorney-in-fact to sign in the name and on behalf of the Company surety bonds, underwriting undertakings or other instruments described in said Article VII, Section 1, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Company to these presents this **13th** day of **December**, 19 **89**



Mia A. Rispoli
Assistant Secretary

Assistant Secretary

Form 957 (Rev. 7/84)